

# Exhibit H

**CHUBB®** *Notice to our Producers*

***Policy Surcharge To Recoup New Jersey Property - Liability  
Insurance Guaranty Association Assessments***

The New Jersey Property - Liability Insurance Guaranty Association ("PLIGA") is empowered to assess its member insurers in order to provide sufficient funds for PLIGA to pay claims against insurers that have been judicially declared insolvent. Insurers are currently required to recoup such assessments through a policy surcharge on premiums for policies providing the kinds of insurance to which PLIGA's obligations apply. Policies issued or renewed on or after May 1, 1997 are subject to this surcharge which will be separately identified on the premium bills as "PLIGA Surcharge".

If the premium is paid by installment the full surcharge must be paid with the first premium installment. PLEASE NOTE that by law, this surcharge is not considered premium for the purpose of commissions. Also, this surcharge shall not apply to assessments made by PLIGA pursuant to the Fair Automobile Insurance Reform Act of 1990.

If you have any questions, or require additional information please contact your local Chubb underwriter.

Very truly yours,

CHUBB  
A division of Federal Insurance Company  
Manager



**CHUBB®** *Dear Policyholder:*

Pursuant to New Jersey law, the amount due for this policy includes a surcharge to pay for claims made by New Jersey claimants against insolvent insurance companies which were doing business in the state. This surcharge is called the "New Jersey Property - Liability Insurance Guaranty Association Surcharge" and is identified as a separate item in your premium bill as the "PLIGA Surcharge".

If you have any questions or require additional information about the surcharge, please contact your agent or broker.

Very truly yours,

CHUBB  
A division of Federal Insurance Company  
Manager



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Premium Bill*

*Policy Period* DECEMBER 4, 2020 *To* DECEMBER 4, 2021  
*Effective Date* DECEMBER 4, 2020  
*Policy Number* 7819-25-91  
*Insured* ALUMINUM SHAPES LLC  
  
*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY  
*Date Issued* December 07, 2020  
*Producer* CONNER STRONG & BUCKELEW COMPANIES LLC

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**THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY**

PLEASE SEND PAYMENT TO AGENT OR BROKER, IF APPLICABLE

<i>Coverage</i>	<i>Commission Rate</i>	<i>Premium</i>
Commercial Umbrella	15.00%	\$74,676.00
SURCHARGE		\$448.06
<i>Total</i>		\$75,124.06

**Portion of total premium attributable for Terrorism and statutory standard fire where applicable is:  
\$0.00**

PROP/LIAB INS GUARANTY ASSOC RECPMI – NJ \$448.06





## **IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

### **Please note that if your policy:**

- *provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.*
- *is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.*

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.





## ***IMPORTANT NOTICE TO POLICYHOLDERS***

**This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.**

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.**

**PLEASE READ THIS NOTICE CAREFULLY.**

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Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorist organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.





## *POLICYHOLDER NOTICE*

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Declarations**

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

**Named Insured and Mailing Address**

ALUMINUM SHAPES LLC  
9000 RIVER ROAD  
DELAIR, NJ 08110

**Policy Number** 7819-25-91

*Issued by the stock insurance company  
indicated below, herein called the company.*

**CHUBB INSURANCE COMPANY OF NEW JERSEY**

**Producer No.** 249725 / 0051889

*Incorporated under the laws of NEW JERSEY*

**Producer** CONNER STRONG & BUCKELEW COMPANIES LLC  
PO BOX 99106  
CAMDEN, NJ 08101-0000

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**Policy Period**

From: DECEMBER 4, 2020 To: DECEMBER 4, 2021  
12:01 A.M. standard time at the Named Insured's mailing address shown above.

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<b>Premium</b>	\$74,676.00
SURCHARGE	\$448.06

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**Limits Of Insurance**

Excess Coverage Other Aggregate Limit (as applicable)	\$15,000,000
Umbrella Coverages Aggregate Limit	\$15,000,000
Products Completed Operations Aggregate Limit	\$15,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$15,000,000
Each Occurrence Limit	\$15,000,000

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**Authorization**

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

**CHUBB INSURANCE COMPANY OF NEW JERSEY**

  
Secretary

  
President

Authorized Representative

Date December 07, 2020



**Chubb. Insured.™**



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Schedule Of Underlying Insurance**

*Effective Date:* DECEMBER 4, 2020

*Policy Number:* 7819-25-91

*Insured:* ALUMINUM SHAPES LLC

<i>Description</i>	<i>Limits</i>
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**Commercial General Liability**

*Insurer:* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Policy No.:* 3603-87-65      \$1,000,000      *Each Occurrence*

*Policy Period:* 12/04/2020      \$2,000,000      *General Aggregate*

to: 12/04/2021      \$2,000,000      *Products/Completed Operations Aggregate*

Occurrence      \$1,000,000      *Personal and Advertising Injury (aggregate when applicable)*

**Automobile Liability**

*Insurer:* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Policy No.:* 9949-99-79      \$1,000,000      *Each Accident*

*Policy Period:* 12/04/2020

to: 12/04/2021

**Employee Benefits Liability**

*Insurer:* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Policy No.:* 3603-87-65      \$1,000,000      *Each Claim*

*Policy Period:* 12/04/2020

to: 12/04/2021      \$2,000,000      *Aggregate*

Occurrence

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Schedule Of Underlying Insurance**

*Effective Date:* DECEMBER 4, 2020

*Policy Number:* 7819-25-91

*Insured:* ALUMINUM SHAPES LLC

*Description* *Limits*

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**Non-Owned & Hired Auto Liability**

*Insurer:* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Policy No.:* 9949-99-79 *Limits* \$1,000,000 *Each Accident*

*Policy Period:* 12/04/2020

*to:* 12/04/2021

Occurrence

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**Authorization**

All other terms and conditions remain unchanged.

Authorized Representative

December 07, 2020



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Schedule Of Forms*

*Policy Period* DECEMBER 4, 2020 *To* DECEMBER 4, 2021  
*Effective Date* DECEMBER 4, 2020  
*Policy Number* 7819-25-91  
*Insured* ALUMINUM SHAPES LLC  
  
*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY  
*Date Issued* December 07, 2020

	<i>Form Number</i>
<i>As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:</i>	
NOTICE TO OUR PRODUCERS NEW JERSEY PLIGA	99-10-0309 (05/97)
DEAR POLICYHOLDER NOTICE FOR NEW JERSEY PLIGA	99-10-0310 (05/97)
PREMIUM BILL	07-10-0542 (10/06)
PREMIUM BILL	07-10-0542I (10/06)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIA 2002	99-10-0732 (01/15)
IMPORTANT NOTICE - OFAC	99-10-0792 (09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872 (06/07)
COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS	07-02-2267 (02/09)
SCHEDEULE OF UNDERLYING INSURANCE	07-02-0922 (07/01)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815 (07/01)
COMPLIANCE WITH APPLICABLE TRADE SANCTIONS	07-02-1988 (02/04)
COVERAGE-CRISIS ASSISTANCE EXCESS AND UMB	07-02-2440 (12/10)
COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	07-02-2483 (03/12)
CARE, CONTROL OR CUSTODY - POLICY EXCLUSION	07-02-0837 (07/01)
EMPLOYEE OR WORKER INJURY EXCLUSION	07-02-0852 (07/01)
PREMIUM INSTALLMENTS - CONDITION	07-02-0950 (07/01)
LEAD EXCLUSION	07-02-1153 (07/01)
SILICON, SILICA AND SILICATE POLICY EXCL	07-02-1941 (09/02)
EXCLUSION OF CERTIFIED ACTS OF TERRORISM	07-02-1958 (01/15)
POL EXCL-INFO LAWS INCL UNAUT OR UNSOL COMMUN	07-02-2172 (01/13)
CONDITIONS - OTHER INSURANCE	07-02-2291 (03/10)
COV B EXCL-INTELLECTUAL PROP LAWS OR RIGHTS	07-02-2420 (05/10)
CRISIS ASSISTANCE SERVICE PROVIDERS	07-02-2455 (12/10)
POLICY EXCL-LOSS OF USE OF ELECTRONIC DATA	07-02-2500 (05/12)
EXCL UMB COV B-ACCES/DISCL/CONFID-PERS INFO	07-02-2614 (03/17)
COVERAGE B EXCLUSION - WAR	07-02-2735 (03/17)



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

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## ***Chubb Commercial Excess And Umbrella Insurance***

### ***Contract***

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

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### ***Coverage/ Excess Follow-Form Coverage A***

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

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### ***Coverages/ Umbrella Coverage B***

#### ***Bodily Injury And Property Damage Liability Coverage***

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

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**Coverages/  
Umbrella Coverage B**

**Bodily Injury And  
Property Damage  
Liability Coverage  
(continued)**

for **bodily injury or property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury or property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
  1. **underlying insurance** is available; and
  2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

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**Advertising Injury And  
Personal Injury  
Liability Coverage**

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** because of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury or personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury or personal injury** caused by an offense that is first committed during the policy period.

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
  1. **underlying insurance** is available; and
  2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

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**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Investigation, Defense And Settlements** Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured**:

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit**:

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

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**Supplementary Payments**

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

- A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:
1. the expenses we incur.
  2. the cost of:
    - a. bail bonds; or
    - b. bonds required to:
      - (1) appeal judgments; or
      - (2) release attachments;
- but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
  4. costs taxed against the **insured** in the **suit**, except any:
    - a. attorney fees or litigation expenses; or
    - b. other loss, cost or expense;

in connection with any injunction or other equitable relief.
  5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

<b>Supplementary Payments</b> <i>(continued)</i>	<p>6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.</p> <p>B. Supplementary Payments does not include any fine or other penalty.</p> <p>C. Supplementary Payments will not reduce the Limits Of Insurance.</p> <p>Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.</p>
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## **Coverage Territory**

<b>Excess Follow-Form Coverage A</b>	With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable <b>underlying insurance</b> applies.
<b>Umbrella Coverage B</b>	With respect to Umbrella Coverage B, this insurance applies anywhere.
<b>Who Is An Insured/ Excess Follow-Form Coverage A</b>	With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as <b>insureds</b> :
	<ul style="list-style-type: none"><li>• the Named <b>Insured</b> shown in the Declarations; and</li><li>• other persons or organizations qualifying as an insured in <b>underlying insurance</b>, but not beyond the extent of any limitation imposed under any contract or agreement.</li></ul>
<b>Who Is An Insured/ Umbrella Coverage B</b>	With respect to Umbrella Coverage B, the following persons and organizations qualify as <b>insureds</b> .
<b>Sole Proprietorships</b>	If you are an individual, you and your spouse are <b>insureds</b> ; but you and your spouse are <b>insureds</b> only with respect to the conduct of a business of which you are the sole owner.  If you die: <ul style="list-style-type: none"><li>• persons or organizations having proper temporary custody of your property are <b>insureds</b>; but they are <b>insureds</b> only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and</li><li>• your legal representatives are <b>insureds</b>; but they are <b>insureds</b> only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.</li></ul>
<b>Partnerships Or Joint Ventures</b>	If you are a partnership (including a limited liability partnership) or a joint venture, you are an <b>insured</b> . Your members, your partners and their spouses are <b>insureds</b> ; but they are <b>insureds</b> only with respect to the conduct of your business.

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Who Is An Insured/  
Umbrella Coverage B**  
(continued)

**Limited Liability Companies** If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

**Other Organizations** If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

**Employees** Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

**Volunteers** Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

**Real Estate Managers** Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

**Lessors Of Equipment** Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract. However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

**Lessors Of Premises** Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract. However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

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**Who Is An Insured/  
Umbrella Coverage B**  
(continued)

**Subsidiary Or Newly  
Acquired Or Formed  
Organizations**

If there is no other insurance available, the following organizations will qualify as named insureds:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

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**Limitations On Who Is An  
Insured**

With respect to Umbrella Coverage B, the following limitations apply to Who Is An Insured.

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
  1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
    - **bodily injury or property damage** that occurred; or
    - **advertising injury or personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
- C. No person or organization is an **insured** with respect to the conduct of any partnership (including any limited liability partnership), joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

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**Limits Of Insurance**

With respect to all coverages under this contract, the Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought;
- persons or organizations making claims or bringing **suits;**
- vehicles involved; or
- coverages provided in this contract.



## ***Chubb Commercial Excess And Umbrella Insurance***

### **Limits Of Insurance**

(continued)

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in **underlying insurance** apply in such manner. If the aggregate limits in **underlying insurance** do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

### **Excess Coverage Other Aggregate Limit**

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of **loss** under Excess Follow-Form Coverage A, except **loss**:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by **underlying insurance**, but to which no aggregate limit in such **underlying insurance** applies.

The Excess Coverages Other Aggregate Limit will apply separately to **loss** in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

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### **Umbrella Coverages Aggregate Limit**

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of **loss** under Umbrella Coverages, except **loss**:

- included in the **products-completed operations hazard**; or
- arising out of **advertising injury or personal injury**.

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### **Products—Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of **loss** included in the products-completed operations hazard, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

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### **Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of **loss** for advertising injury and personal injury, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

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### **Each Occurrence Limit**

The Each Occurrence Limit is the most we will pay for the sum of **loss** arising out of any one occurrence, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for **loss** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

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<b>When Excess Follow-Form Coverage A Applies (Drop Down)</b>	Subject to all of the terms and conditions of this insurance, with respect to Excess Follow-Form Coverage A, if the applicable <b>underlying limits</b> are:
	<ul style="list-style-type: none"><li>• reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will drop down to apply in excess of the remaining amount of the applicable <b>underlying limits</b>; or</li><li>• exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will apply in the same manner as the applicable <b>underlying insurance</b> would have applied but for such exhaustion.</li></ul>

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**Exclusions/ Excess Follow-Form Coverage A**

- Pollution**
- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, other than as described in paragraph C. below.
  - B. Paragraph A. above does not apply to:
    1. bodily injury or property damage included in the products-completed operations hazard;
    2. bodily injury or property damage:
      - a. caused by the escape of operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts;
      - b. if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
      - c. resulting from your other ongoing contracting operations;
    3. bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building;
    4. bodily injury or property damage caused by heat, smoke or fumes from a **hostile fire**; or
    5. bodily injury or property damage resulting from the ownership, maintenance or use of an auto.
  - C. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
    1. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
      - a. **insured**; or
      - b. person or organization for whom any **insured** may be legally responsible.
    2. at or from any premises, site or location:
      - a. which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste; or

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

***Exclusions/  
Excess Follow-Form  
Coverage A***

***Pollution  
(continued)***

- b. on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- D. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order, or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. claim or proceeding by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph D. above does not apply to the liability for damages, for property damage, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

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***Obligations Of Underlying  
Insurance***

This insurance does not apply to any liability or loss, cost or expense for which the liability or obligation under **underlying insurance** is by law unlimited.

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***Underlying Insurance  
Exclusions***

Notwithstanding anything to the contrary set forth in any other provision of this contract, this insurance does not apply to any liability or loss, cost or expense to which the terms and conditions of **underlying insurance** do not apply.

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***Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage***

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage, the following exclusions apply.

***Aircraft: Owned Or Rented  
Without Crew***

This insurance does not apply to **bodily injury or property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any aircraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to an aircraft that is:

- loaned or rented to you with a paid, trained crew; and
- not owned, in whole or in part, by any **insured**.

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***Exclusions/***

***Umbrella Coverage B***

***Bodily Injury/***

***Property Damage***

(continued)

***Autos: U.S.A., Canada Or Puerto Rico***

This insurance does not apply to **bodily injury or property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any **auto** owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to **bodily injury or property damage** caused by an **occurrence** that takes place outside of the United States of America (including its possessions or territories), Canada and Puerto Rico.

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***Damage To Impaired Property Or Property Not Physically Injured***

This insurance does not apply to **property damage** to:

- **impaired property;** or
- property that has not been physically injured;  
arising out of any:
  - defect, deficiency, inadequacy or dangerous condition in **your product or your work;** or
  - delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product or your work** after it has been put to its intended use.

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***Damage To Insureds Property***

This insurance does not apply to **property damage** to any property:

- owned by you; or
- of any **insured**, that is in the care, control or custody of any other **insured**.

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***Damage To Your Product***

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

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***Damage To Your Work Or Related Property***

This insurance does not apply to **property damage** to:

- **your work** arising out of it or any part of it;
- that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the **property damage** arises out of those operations; or
- that particular part of any property that must be restored, repaired or replaced because your **work** was incorrectly performed on it.

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage  
(continued)**

**Expected Or Intended  
Injury**

This insurance does not apply to **bodily injury or property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury or property damage**, even if the actual **bodily injury or property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or tangible property.

**Loss In Progress**

This insurance does not apply to **bodily injury or property damage** that is a change, continuation or resumption of any **bodily injury or property damage** known by you, prior to the beginning of the policy period, to have occurred.

**Bodily injury or property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
  1. you;
  2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
  1. reports all, or any part, of any such injury or damage to us or any other insurer;
  2. receives a claim or a demand for damages because of any such injury or damage; or
  3. becomes aware that any such injury or damage has occurred or has begun to occur.

**Watercraft: Owned**

This insurance does not apply to **bodily injury or property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any watercraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to a watercraft:

- while ashore on premises owned by or rented to you; or
- that is not owned, in whole or in part, by any **insured**.

<b><i>Exclusions/ Umbrella Coverage B Advertising Injury/ Personal Injury</i></b>	With respect to Umbrella Coverage B, Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.
<b><i>Breach Of Contract</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> arising out of breach of contract.
<b><i>Continuing Offenses</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of: <ol style="list-style-type: none"><li>A. this insurance; or</li><li>B. a subsequent, continuous renewal or replacement of this insurance, that:<ol style="list-style-type: none"><li>1. is issued to you by us or by an affiliate of ours;</li><li>2. remains in force while the offense continues; and</li><li>3. would otherwise apply to <b>advertising injury and personal injury</b>.</li></ol></li></ol>
<b><i>Crime Or Fraud</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the <b>insured</b> .
<b><i>Expected Or Intended Injury</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> arising out of an offense, committed by or behalf of the <b>insured</b> , that: <ul style="list-style-type: none"><li>• is intended by such <b>insured</b>; or</li><li>• would be expected from the standpoint of a reasonable person in the circumstances of such <b>insured</b>; to cause injury.</li></ul>
<b><i>Failure To Conform To Representations Or Warranties</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.
<b><i>Internet Activities</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> arising out of: <ul style="list-style-type: none"><li>• controlling, creating, designing or developing of another's Internet site;</li><li>• controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;</li><li>• controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or</li><li>• publication of content or material on or from the Internet, other than material developed by you or at your direction.</li></ul>
<b><i>Prior Offenses</i></b>	This insurance does not apply to <b>advertising injury or personal injury</b> arising out of any offense first committed before the beginning of the policy period.

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Exclusions/  
Umbrella Coverage B  
Advertising Injury/  
Personal Injury  
(continued)**

**Publications With  
Knowledge Of Falsity**

This insurance does not apply to **advertising injury or personal injury** arising out of any electronic, oral, written or other publication of material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such material to be false.

**Wrong Description Of  
Prices**

This insurance does not apply to **advertising injury or personal injury** arising out of the wrong description of the price of goods, products or services.

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury**

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage and Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

**Employee Or Worker  
Injury**

A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** sustained by an **employee or temporary worker** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
  2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury or damage described in paragraphs A. or B. above.

**Enhancement,  
Maintenance Or Prevention  
Expenses**

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
1. person or organization; or
  2. property you own, rent or occupy.

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***Exclusions/***  
***Umbrella Coverage B***  
***Bodily Injury/***  
***Property Damage/***  
***Advertising Injury/***  
***Personal Injury***  
*(continued)*

***Intellectual Property Laws Or Rights*** This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

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***Pollution*** A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

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***Recall Of Products, Work Or Impaired Property*** This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product**;
- **your work**; or
- **impaired property**;

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

***Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury***

***Recall Of Products, Work  
Or Impaired Property  
(continued)***

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

***Policy Exclusions***

With respect to all coverages under this contract, the following exclusions apply.

***Asbestos***

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

***Coverages/ Laws, Various***

This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under any:

- medical expenses or payments coverage;
- no-fault law;
- personal injury protection coverage;
- underinsured or uninsured financial responsibility law;
- workers' compensation, disability benefits or unemployment compensation law; or
- similar coverage or law.

***Employee Retirement  
Income Security Laws***

This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.

***Employment-Related  
Practices***

- A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
  1. arrest, detention or imprisonment;

## ***Policy Exclusions***

### ***Employment-Related Practices (continued)***

2. breach of any express or implied covenant;
  3. coercion, criticism, humiliation, prosecution or retaliation;
  4. defamation or disparagement;
  5. demotion, discipline, evaluation or reassignment;
  6. discrimination, harassment or segregation;
  7. a. eviction; or  
b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

### ***Nuclear Energy***

- A. This insurance does not apply to any liability or loss, cost or expense:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
  2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
    - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to any liability or loss, cost or expense arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
    - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Policy Exclusions**

**Nuclear Energy  
(continued)**

- b. has been discharged or dispersed therefrom; or is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereof.

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**Conditions**

With respect to all coverages under this contract, the following conditions apply.

**Appeals**

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

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**Audit Of Books And Records**

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

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**Bankruptcy**

Bankruptcy or insolvency of the **insured** or of the **insured**'s estate will not relieve us of our obligations under this insurance.

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**Cancellation**

The first named **insured** may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named **insured** a notice sixty (60) days, or twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured**'s last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

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**Changes**

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

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**Compliance By Insureds**

We have no duty to provide coverage under this policy unless you and any other involved **insured** have fully complied with all of the terms and conditions of the policy.

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## **Conditions**

(continued)

### **Conformance**

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

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### **Disclosures And Representations**

We have issued this insurance:

- Based upon representations you made to us; and
- in reliance upon your representatives.

Unintentional failure of an employee of the **insured** to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such hazard or other material information.

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### **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

A. You must see to it that we and any insurers of **underlying insurance** are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or other insurers. To the extent possible, notice should include:

1. how, when and where the occurrence or offense happened;
2. the names and addresses of any injured persons and witnesses; and
3. the nature and location of any injury or damage arising out of the occurrence or offense.

Notice of an occurrence or offense is not notice of a claim.

B. If a claim is made or **suit** is brought against any **insured**, you must:

1. immediately record the specifics of the claim or **suit** and the date received;
2. notify us and any other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or **suit** as soon as practicable.

C. You and any other involved **insured** must:

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
2. authorize us to obtain records and other information;
3. cooperate with us and any other insurers in the:
  - a. investigation or settlement of the claim; or
  - b. defense against the **suit**; and
4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of loss to which this insurance may also apply.

D. No **insureds** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense without our consent.

E. Notice given by or on behalf of:

1. the **insured**;

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Conditions**

**Duties In The Event Of Occurrence, Offense, Claim Or Suit  
(continued)**

2. the injured person; or
  3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an occurrence or offense by an agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such occurrence or offense.
  - G. Failure of an agent or employee of the **insured**, other than an officer (whether or not an employee) of any **insured** or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.
  - H. If a claim or loss does not reasonably appear to involve either this insurance or any **underlying insurance**, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

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**First Named Insured**

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

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**Inspections And Surveys**

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

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**Joint Duties In Non-Admitted Jurisdictions**

With respect to an occurrence, offense, claim or **suit**, to which this insurance applies, that arises in a **non-admitted jurisdiction**:

- A. we have no duty to defend any person or organization against any claim or **suit**; but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- B. you and any other **insured** must:

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## Conditions

**Joint Duties In Non-Admitted Jurisdictions  
(continued)**

1. make such investigation, defense or settlement as we deem reasonable;
  2. obtain our approval for any payment; and
  3. effect approved payments to others, in accordance with the terms and conditions of this insurance.
- C. we will reimburse funds to the **insured** for payments approved by us for:
1. **loss**; and
  2. expenses and other payments; to which this insurance applies.
- D. we will make those reimbursements:
1. in a jurisdiction that is mutually acceptable; and
  2. until we have used up the applicable Limits Of Insurance.

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**Legal Action Against Us**

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

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**Maintenance Of Underlying Insurance And Underlying Limits** We have issued this insurance in reliance upon representations made by you about **underlying insurance** and **underlying limits**. You must see to it that:

- **underlying insurance** is and remains valid and in full force and effect.
- **underlying insurance** will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree.
- the terms and conditions of **underlying insurance** will not materially change, unless we agree otherwise.
- the terms and conditions of renewals or replacements of **underlying insurance**, shown in the Schedule Of Underlying Insurance, will be materially the same as the prior coverage, unless we agree otherwise.
- the **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- the **underlying limits**, shown in the Schedule Of Underlying Insurance, will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

**Conditions**

**Maintenance Of Underlying Insurance And Underlying Limits**

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

(continued)

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

**Other Insurance**

If other valid and collectable insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows:

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

**Separation Of Insureds**

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

**Titles Of Paragraphs**

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

**Transfer Of Rights And Duties**

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

**Transfer Or Waiver Of Rights Of Recovery Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

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## **Conditions**

**Transfer Or Waiver Of  
Rights Of Recovery  
Against Others  
(continued)**

Any amount recovered will be apportioned as follows:

- first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings.
- Then, you are entitled to claim for any further amount recovered.

**When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first named **insured** stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

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## ***Chubb Commercial Excess And Umbrella Insurance***

### ***Definitions/ Umbrella Coverage B***

**WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

#### ***Advertisement***

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

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#### ***Advertising Injury***

**Advertising injury** means injury, other than **bodily injury, property damage or personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

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#### ***Auto***

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include mobile equipment.

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#### ***Bodily Injury***

**Bodily injury** means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

---

#### ***Employee***

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

---

#### ***Impaired Property***

**Impaired property** means tangible property, other than **your product or your work**, that cannot be used or is less useful because:

- it incorporates **your product or your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement; if such property can be restored to use by:
  - the repair, replacement, adjustment or removal of **your product or your work**; or
  - your fulfilling the terms or conditions of the contract or agreement.

<b>Definitions/ Umbrella Coverage B (continued)</b>	<b>WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.</b>
<i>Insured Contract</i>	<b>Insured contract</b> means an oral or written contract or agreement pertaining to your business, in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization, provided the injury or damage occurs, or is caused by an offense that is first committed, after the execution of such contract or agreement.
<i>Intellectual Property Law Or Right</i>	<b>Intellectual property law or right</b> means any: <ul style="list-style-type: none"><li>• certification mark, copyright, patent or trademark (including collective or service marks);</li><li>• right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;</li><li>• other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or</li><li>• other judicial or statutory law concerning piracy, unfair competition or other similar practices.</li></ul>
<i>Leased Worker</i>	<b>Leased worker</b> means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. <b>Leased worker</b> does not include a <b>temporary worker</b> .
<i>Loading Or Unloading</i>	<b>Loading or unloading:</b> <ul style="list-style-type: none"><li>A. means the handling of property:<ol style="list-style-type: none"><li>1. after it is moved from the place where it is accepted for movement into or onto an aircraft, <b>auto</b> or watercraft;</li><li>2. while it is in or on an aircraft, <b>auto</b> or watercraft; or</li><li>3. while it is being moved from an aircraft, <b>auto</b> or watercraft to the place where it is finally delivered.</li></ol></li><li>B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, <b>auto</b> or watercraft.</li></ul>
<i>Occurrence</i>	<b>Occurrence</b> means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
<i>Officer</i>	<b>Officer</b> means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.



## ***Chubb Commercial Excess And Umbrella Insurance***

### ***Definitions/ Umbrella Coverage B (continued)***

#### *Personal Injury*

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Personal injury** means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
  1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  2. violates a person's right of privacy;
- E. discrimination, harassment or segregation based on a person's protected human characteristics as established by law.

#### *Products-Completed Operations Hazard*

#### **Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
  1. products that are still in your physical possession; or
  2. work that has not yet been completed or abandoned.

**Your work** will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
  1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
  2. the existence of tools, uninstalled equipment or abandoned or unused materials; or

<b>Definitions/ Umbrella Coverage B</b>	<b>WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.</b>
<i>Products-Completed Operations Hazard (continued)</i>	<p>3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limits Of Insurance.</p>
<i>Property Damage</i>	<p><b>Property damage</b> means:</p> <ul style="list-style-type: none"><li>• physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or</li><li>• loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the <b>occurrence</b> that caused it.</li></ul> <p>Tangible property does not include any software, data or other information that is in electronic form.</p>
<i>Temporary Worker</i>	<p><b>Temporary worker</b> means a person who is furnished to a party to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.</p>
<i>Your Product</i>	<p><b>Your product:</b></p> <p>A. means any:</p> <ol style="list-style-type: none"><li>1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:<ol style="list-style-type: none"><li>a. you;</li><li>b. others trading under your name; or</li><li>c. a person or organization whose assets or business you have acquired; and</li></ol></li><li>2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.</li></ol> <p>B. includes:</p> <ol style="list-style-type: none"><li>1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of <b>your product</b>; and</li><li>2. the providing of or failure to provide instructions or warnings.</li></ol> <p>C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.</p>
<i>Your Work</i>	<p><b>Your work:</b></p> <p>A. means any:</p> <ol style="list-style-type: none"><li>1. work or operations performed by:<ol style="list-style-type: none"><li>a. you or on your behalf; or</li><li>b. a person or organization whose assets or business you have acquired; and</li></ol></li></ol>



## ***Chubb Commercial Excess And Umbrella Insurance***

### ***Definitions/ Umbrella Coverage B***

**WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

#### ***Your Work (continued)***

2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
  1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
  2. the providing of or failure to provide instructions or warnings.

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#### ***Policy Definitions***

**WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

#### ***Agreed Settlement***

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

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#### ***Asbestos***

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

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#### ***Hostile Fire***

**Hostile fire** means one, which becomes uncontrollable or breaks out from where it was intended to be.

---

#### ***Insured***

**Insured** means a person or an organization qualifying as an **insured** in the Who Is An Insured sections of this contract.

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#### ***Loss***

**Loss:**

- means damages that the **insured** becomes legally obligated to pay because of injury or damage.
- does not include sums properly deducted for recoveries or salvage.

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#### ***Non-Admitted Jurisdiction*** **Non-admitted jurisdiction** means any jurisdiction where we are:

- not licensed or permitted by law to issue insurance; or
- prevented by law or otherwise from investigating, defending or settling an occurrence, offense, claim or **suit**.

<b>Policy Definitions</b> <i>(continued)</i>	<p><b>WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.</b></p>
<i>Nuclear Facility</i>	<p><b>Nuclear facility</b> means any:</p> <ul style="list-style-type: none"><li>A. <b>nuclear reactor;</b></li><li>B. equipment or device designed or used for:<ol style="list-style-type: none"><li>1. separating the isotopes of plutonium or uranium;</li><li>2. processing or utilizing <b>nuclear spent fuel;</b> or</li><li>3. handling, processing or packaging <b>nuclear waste;</b></li></ol></li><li>C. equipment or device used for the processing, fabricating or alloying of <b>nuclear material</b> if at any time the total amount of such material in the custody of the <b>insured</b> at the premises where such equipment or device is located consists of or contains more than:<ol style="list-style-type: none"><li>1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or</li><li>2. two-hundred-fifty (250) grams of uranium 235; or</li></ol></li><li>D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of <b>nuclear waste;</b></li></ul> <p>and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.</p>
<i>Nuclear Hazardous Properties</i>	<p><b>Nuclear hazardous properties</b> include radioactive, toxic or explosive properties.</p>
<i>Nuclear Material</i>	<p><b>Nuclear material</b> means <b>by-product material, source material or special nuclear material.</b></p> <p><b>By-product material, source material</b> and <b>special nuclear material</b> have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.</p>
<i>Nuclear Property Damage</i>	<p><b>Nuclear property damage</b> includes all forms of radioactive contamination of property.</p>
<i>Nuclear Reactor</i>	<p><b>Nuclear reactor</b> means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.</p>
<i>Nuclear Spent Fuel</i>	<p><b>Nuclear spent fuel</b> means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a <b>nuclear reactor.</b></p>



## ***Chubb Commercial Excess And Umbrella Insurance***

### ***Policy Definitions*** *(continued)*

#### ***Nuclear Waste***

**WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

**Nuclear waste** means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

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#### ***Other Insurance***

**Other insurance** means any insurance affording coverage that this insurance would also afford. **Other insurance** includes any type of self-insurance or other mechanism arranged for funding of **loss**.

**Other insurance** does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

---

#### ***Pollutants***

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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#### ***Suit***

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

---

#### ***Underlying Insurance***

**Underlying insurance** means the coverages for the hazards described in the Schedule Of Underlying Insurance and the next renewal or replacement insurance thereof.

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#### ***Underlying Limits***

**Underlying limits** means the sum of amounts:

- A. shown for the hazards described in the Schedule Of Underlying Insurance, consisting of amounts:
  1. available under applicable **underlying insurance**; and
  2. any **insured** must pay because **underlying insurance**, as represented by you, is not available, regardless of the reason;
- B. available under any applicable antecedent, renewal or replacement of **underlying insurance**;
- C. of any allocation, deductible, participation, retention or other self-insurance applicable to the insurance described in paragraphs A. and B. above; and
- D. any reinstatement of limits or supplemental or other limits available under the insurance described in paragraphs A. and B. above.

---

**Policy Definitions** WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

*Underlying Limits*  
(continued) If amounts available under the applicable **underlying insurance**, described in the Schedule Of Underlying Insurance, are greater or less than the amount, shown in such Schedule, then the greater of such amounts shall apply in the computation of **underlying limits**.

**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Endorsement*

*Policy Period* DECEMBER 4, 2020 *To* DECEMBER 4, 2021

*Effective Date* DECEMBER 4, 2020

*Policy Number* 7819-25-91

*Insured* ALUMINUM SHAPES LLC

*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Date Issued* December 07, 2020

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Under Conditions, the following condition is added to the policy:

**Conditions**

**Compliance With  
Applicable Trade  
Sanctions**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Endorsement*

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*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Date Issued* December 07, 2020

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**SCHEDULE A**

Limits Of Insurance

Crisis Assistance For Excess And Umbrella Aggregate Limit:

The lesser of:

- 3% of the Each Occurrence Limit shown in the Declarations as of the inception date of this policy; or
- \$300,000.

---

A section titled Coverage/Crisis Assistance For Excess And Umbrella is added to this contract.

**Coverage/Crisis Assistance For Excess And Umbrella**

Subject to all of the terms and conditions of this insurance, we will pay on behalf of the **insured crisis assistance expenses** up to the amount of the Crisis Assistance For Excess And Umbrella Aggregate Limit, shown in Schedule A, arising out of a **crisis event** that first commences during the policy period of this insurance.

A **crisis event** will be deemed to first commence at the time during the policy period of this insurance when you notify us in accordance with the Special Duties In The Event Of A Crisis Event provision of this Endorsement.

A **crisis event** will be deemed to end one hundred and eighty (180) days after the date of notice of the **crisis event** was given to us by you or when the Crisis Assistance For Excess And Umbrella Aggregate Limit shown in this Endorsement is exhausted, whichever occurs first.

Any payment of **crisis assistance expenses** that we make under the coverage provided by this Endorsement will not be an acknowledgement of coverage under this insurance.

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Under Limits Of Insurance, the following provision is added.

## **Limits Of Insurance**

### **Crisis Assistance For Excess And Umbrella Aggregate Limit**

The Crisis Assistance For Excess And Umbrella Aggregate Limit shown in Schedule A is the most we will pay for **crisis assistance expenses**.

The Crisis Assistance For Excess And Umbrella Aggregate Limit:

- applies to the entire policy period shown in the Declarations and not separately to any portion (whether annual or otherwise) thereof;
  - will not be reinstated or increased; and
  - will not reduce any other limits under this policy.
- 

Under Conditions, the following conditions are added.

## **Conditions**

### **Special Duties In The Event Of A Crisis Event**

You must see to it that within twenty-four (24) hours of a **crisis event**:

- A. one of the **crisis assistance service providers** is notified by telephone; and
- B. we are notified. To the extent possible, notice should include:
  1. how, when and where the **crisis event** took place;
  2. the names and addresses of any injured persons and witnesses;
  3. the nature and location of any injury or damage arising out of the **crisis event**; and
  4. the reason why the event is likely to involve injury or damage covered by this policy and involve significant adverse regional or national media coverage.

### **Other Crisis Assistance Insurance**

If you have **other insurance** that provides coverage for crisis assistance also covered by this insurance, then this insurance will be considered excess insurance over and above the amount payable by such **other insurance**.

---

Under Policy Definitions, the following definitions are added.

## **Policy Definitions**

### **Crisis Assistance Expenses**

**Crisis assistance expenses** means the following expenses incurred by the **insured** during a **crisis event** to which this insurance applies which are reasonable, necessary and directly attributable to that **crisis event**:

- expenses to secure the scene of a **crisis event**;
- fees charged by a **crisis assistance service provider** shown in Schedule B for professional service or advice;
- funeral or related service expenses;
- psychological or grief counseling expenses;
- temporary living expenses;

**CHUBB® Chubb Commercial Excess And Umbrella Insurance***Endorsement*

Effective Date DECEMBER 4, 2020

Policy Number 7819-25-91

***Policy Definitions******Crisis Assistance Expenses  
(continued)***

- travel expenses; and
- any other expenses approved by us.

***Crisis Assistance Service Provider*****Crisis assistance service provider** means any firm:

- A. shown in Schedule B; or
- B. for which we, at our sole discretion, have provided written approval prior to the **crisis event** as evidenced in an endorsement to this policy,  
and which is hired by you.

We reserve the right to modify the list of firms shown in Schedule B without notice.

***Crisis Event*****Crisis event** means an event that you reasonably believe has resulted, or may result, in:

- A. damages covered by this policy that are in excess of any applicable:
  1. **underlying limits** listed on the Schedule Of Underlying Limits;
  2. retained limits; and/or
  3. **other insurance**; and
- B. significant adverse regional or national media coverage.

***Schedule B***

Crisis Assistance Service Providers:

Please see listing of Crisis Assistance Service Providers on [www.chubb.com](http://www.chubb.com).

We do not provide or make any representations or warranties in connection with the services provided by the firm(s) listed above.

All other terms and conditions remain unchanged.

Authorized Representative

December 07, 2020



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Endorsement*

*Policy Period* DECEMBER 4, 2020 *To* DECEMBER 4, 2021

*Effective Date* DECEMBER 4, 2020

*Policy Number* 7819-25-91

*Insured* ALUMINUM SHAPES LLC

*Name of Company* CHUBB INSURANCE COMPANY OF NEW JERSEY

*Date Issued* December 07, 2020

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Under Conditions, the following condition is added.

**Conditions**

**Civil Unions Or Domestic Partnerships** All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

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*Date Issued* December 07, 2020

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Under Policy Exclusions, the following exclusion is added:

***Policy Exclusions***

***Care, Control Or  
Custody***

This insurance does not apply to property damage to property described below, if the property is in the care, control or custody of the **insured**.

Description of Property:

Real and personal property

All other terms and conditions remain unchanged.

Authorized Representative

December 07, 2020





**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Endorsement*

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Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage/Advertising Injury/  
Personal Injury, the exclusion titled Employee Or Worker Injury is deleted.

***Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury***

***Employee Or Worker  
Injury***

---

Under Policy Exclusions, the following exclusion is added:

***Policy Exclusions***

***Employee Or Worker  
Injury***

A. This insurance does not apply to any liability or loss, cost or expense in connection with any injury or damage sustained by an **employee or temporary worker** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured's** business.

B. This insurance does not apply to injury or damage sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury or damage described in paragraphs A. or B. above.

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Under Definitions/Umbrella Coverage B, the definitions titled Employee, Leased Worker and Temporary Worker are deleted.

**Definitions/  
Umbrella Coverage B**

*Employee*

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*Leased Worker*

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*Temporary Worker*

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Under Policy Definitions, the following definitions are added:

**Policy Definitions**

*Employee*

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

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*Leased Worker*

**Leased worker** means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

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*Temporary Worker*

**Temporary worker** means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

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All other terms and conditions remain unchanged.

Authorized Representative

December 07, 2020



**CHUBB® Chubb Commercial Excess And Umbrella Insurance**

*Endorsement*

*Policy Period* DECEMBER 4, 2020 *To* DECEMBER 4, 2021

*Effective Date* DECEMBER 4, 2020

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*Date Issued* December 07, 2020

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Under Conditions, the following condition is added:

**Conditions**

*Premium Installments*

The premium charged in the policy is to be paid in installments in the following manner:

DATE PAYMENT DUE	AMOUNT DUE
12/04/2020	\$74,676.00
TOTAL	\$74,676.00

If the first Named **Insured** fails to pay any installment when it becomes due, as provided above, we may cancel this policy upon notice to the first Named **Insured**, in accordance with the conditions of the policy.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020



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Under Policy Exclusions, the following exclusion is added:

**Policy Exclusions**

*Lead*

This insurance does not apply to any liability or loss, cost or expense arising out of:

- A. the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Lead**; or
- B. 1. any request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Lead**; or
2. any claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Lead**.

---

Under Policy Definitions, the following Definition is added:

**Policy Definitions**

*Lead*

**Lead** means the element lead in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





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Under Policy Exclusions, the following exclusion is added:

**Policy Exclusions**

- Silicon, Silica And Silicate**
- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Silicon**.
  - B. This insurance does not apply to any loss, cost or expense arising out of any:
    - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Silicon**; or
    - 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Silicon**.

---

Under Policy Definitions, the following definition is added:

**Policy Definitions**

**Silicon**

**Silicon** means the element Silicon, including silica and other silicate compounds, or its presence or use in any other alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

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*Authorized Representative*

December 07, 2020





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A new section titled Terrorism Provisions is added to the end of this contract.

**Terrorism Provisions**

*Certified Act Of Terrorism Exclusion* This insurance does not apply to any loss, cost or expense arising, directly or indirectly, out of a **certified act of terrorism**.

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*Application Of Other Exclusions* The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by the Nuclear Energy exclusion.

---

A new section titled Terrorism Definitions is added.

**Terrorism Definitions**

*Certified Act Of Terrorism* **Certified act of terrorism** means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:

- 1. within the **United States**; or
- 2. outside of the **United States** in the case of:

- a. an air carrier or vessel as described in the **terrorism law**; or
- b. the premises of a mission of the United States of America, which was committed by an individual or individuals as part of an effort to:
  - coerce the civilian population; or
  - influence the policy or affect the conduct of the Government, of the **United States**.

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## Terrorism Definitions

**Certified Act Of Terrorism  
(continued)**

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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**State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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**Terrorism Law**

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 as amended.

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**United States**

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

December 07, 2020



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Under Policy Exclusions, the following exclusion is added to this policy and replaces any similar exclusion contained therein:

**Policy Exclusions**

**Information Laws,  
Including Unauthorized  
Or Unsolicited  
Communications**

This insurance does not apply to any liability or loss, cost or expense arising out of any actual, alleged or threatened violation of:

- the United States of America CAN – SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





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Under Conditions, Other Insurance is deleted and replaced by the following:

**Conditions**

*Other Insurance*

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.
- C. We will only pay our share of the amount of **loss**, if any, that exceeds the sum of the total:
  1. amount that all **other insurance** would pay for loss in absence of this insurance; and
  2. of all deductible and self-insured amounts under all **other insurance**.
- D. This insurance is not subject to the terms or conditions of any **other insurance**. However, with respect to Coverage/Excess Follow-Form Coverage A only, paragraphs A. and B. above do not apply if:
  - **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and

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### **Conditions**

**Other Insurance  
(continued)**

- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance; then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020



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Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage/Advertising Injury/Personal Injury, the exclusion titled Intellectual Property Laws Or Rights is deleted and replaced by the following.

***Exclusions/Umbrella***

***Coverage B***  
***Bodily Injury/***  
***Property Damage/***  
***Advertising Injury/***  
***Personal Injury***

***Intellectual Property***  
***Laws Or Rights***

- A. This insurance does not apply to any **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual, alleged or threatened:
  - 1. assertion; or
  - 2. infringement or violation;  
by any person or organization (including any **insured**) of any **intellectual property law or right**.
- B. Further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
- C. This exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.

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Under Definitions/Umbrella Coverage B, the definitions titled Intellectual Property Law Or Right is deleted and replaced by the following.

***Definitions/Umbrella  
Coverage B***

***Intellectual Property Law  
Or Right***

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020



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Under Coverage Crisis Assistance For Excess And Umbrella, Policy Definitions, **Crisis Assistance Service Provider** is amended to include the following firm(s).

**Policy Definitions**

*Crisis Assistance Service Provider* A crisis management firm or, at the insured's discretion, another services provider with crisis management capabilities.

We do not provide or make any representations or warranties in connection with the services provided by the firm(s) listed above.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





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Under Policy Exclusions, the following exclusion is added.

**Policy Exclusions**

**Loss Of Use Of  
Electronic Data**

This insurance does not apply to any liability or loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- bodily injury; or
- physical injury to tangible property, including resulting loss of use of that property.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





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Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage/Advertising Injury/Personal Injury, the following exclusion is added:

***Exclusions/Umbrella  
Coverage B Bodily  
Injury/Property  
Damage/  
Advertising Injury/  
Personal Injury***

***Access To Or Disclosure  
Of Confidential Or  
Personal Information***

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions remain unchanged.

*Authorized Representative*

December 07, 2020





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Under Exclusions/Umbrella Coverage B Bodily Injury/Property Damage/Advertising Injury/Personal Injury, the following exclusion is added.

***Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury***

**War**

This insurance does not apply to any **bodily injury, property damage, advertising injury or personal injury** arising, directly or indirectly, out of:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of the foregoing.

All other terms and conditions remain unchanged.

*Authorized Representative*

*Date* December 07, 2020



